

SERVICE CONTRACT

Terms & Conditions

Administered by Guardsman US LLC, Inc. ♦ P.O. Box 1189 ♦ Bedford, TX 76095 ♦ Toll Free 1(866) 568-3559

Thank you for purchasing the Guardsman Appliance Protection Plan!

We hope You enjoy the added comfort and protection this Service Contract provides. The information contained in these important terms and conditions document (**the “Service Contract”, “Contract”**) is intended to be Your guide in knowing what is covered and how coverage works under Your Plan. If You ever need assistance regarding Your Contract, contact the Administrator at any time. Please keep this Service Contract document, Your Contract Purchase Receipt, and Your Sales Receipt (if separate), as You will need them to verify Your coverage in the event of a Claim.

FOR FAST CLAIM SERVICE VISIT
www.MyProtectionPlan360.com

DEFINITIONS

Throughout this Service Contract, the following capitalized words have the stated meaning –

- **“We”, “Us”, “Our”, “Provider”, “Obligor”**: the party or parties obligated to provide service under this Service Contract as the service contract provider, who is Guardsman US LLC, P.O. Box 1189 Bedford, TX 76095. (In Florida: this Service Contract is an agreement between You and WCPS of Florida, Inc. (License No. 80202), P.O. Box 1189, Bedford TX 76095)(In Washington: This Service Contract is an agreement between You and Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095.)
- **“Administrator”**: the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, who is Guardsman US LLC, PO Box 1189, Bedford, TX 76095 (In Florida: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).
- **“You”, “Your”** refers to (1) the purchaser/original owner of this Contract and the covered Product who is to receive the repair, services, and any reimbursements provided hereunder; Or the person to whom this Contract and the covered Product is properly transferred, who is to receive the repair, services, and any reimbursements provided hereunder.
- **“Claim”**: a request for service under the provisions of this Contract sent by You to the Administrator or Us.
- **“Contract Purchase Receipt”**: the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Term, purchased Plan option(s), Covered Product, Deductible, and the purchase date of Your Contract.
- **Covered Product(s)”, “Product(s)”**: the eligible item(s) that meet(s) the PRODUCT ELIGIBILITY requirements outlined below that is/are covered under this Service Contract.
- **“Deductible”**: the amount You are required to pay, per Claim, prior to receiving services under this Service Contract (if any), as indicated on Your Contract Purchase Receipt.
- **“Failure”**: the mechanical or electrical breakdown of Your Product that results in it no longer being able to function as originally designed and intended; which is caused by defects in the manufacturer’s materials or workmanship and NOT normal wear and tear, occurring during normal use of the Product.
- **“Retailer”**: the merchant authorized by Us to sell this Service Contract to You.
- **“Plan”**: the specific “COVERAGE PLAN” under this Contract that You have selected and purchased, as confirmed on Your Contract Purchase Receipt.
- **“Sales Receipt”**: the receipt document (paper or email) provided as proof of Your Product purchase that indicates the date in which the Product was purchased along with the Product Purchase Price and product description.
- **“Product Purchase Price”**: the amount paid by You for the Covered Product; excluding any applicable taxes and/or fees.
- **“Power Surge”**: damages to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source. (Note: Power Surge coverage does not require the Product to be connected to a UL-approved surge protector if the Product’s manufacturer does not require such.)
- **“Term”**: the period of time in which the provisions of this Service Contract are valid, as indicated on Your Sales Receipt.

TERRITORY

THIS SERVICE CONTRACT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: the contiguous United States, plus Alaska and Hawaii. **(NOTICE: all outlying U.S. territories, including but not limited to Puerto Rico, and all Canadian provinces/territories are expressly EXCLUDED.)**

PRODUCT ELIGIBILITY

In order to be eligible for coverage under this Contract, the item must:

- ✓ Be purchased brand new from an authorized Retailer;
- ✓ Have come with a manufacturer’s original equipment (“OEM”) warranty of at least thirty (30) days for small appliances and one (1) year for large appliance when it was purchased;
- ✓ NOT be covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein.

YOUR RESPONSIBILITIES

PRODUCT PROTECTION: Be sure to properly store and operate Your Covered Product in accordance with the manufacturer’s warranty/owner’s manual at all times. If You suspect damage or breakdown of Your Product, You should promptly take reasonable precautions in order to protect against further damage. **Any Claim determined to be a result of neglect, negligence, misuse or abuse (as defined in the EXCLUSIONS section of this Contract) of or to the Covered Product is NOT covered under this Contract.**

MAINTENANCE AND INSPECTIONS: If specified in the Product manufacturer’s warranty and/or owner’s manual, You must perform all of the care, maintenance and inspections for the Product as indicated. You may be required to provide proof of fulfillment of such maintenance, care and/or inspection services at time of Claim. **Any Claim determined to be a result of Your lack of compliance with the Product manufacturer’s warranty and/or owner’s manual will NOT be covered under this Contract.**

IMPORTANT PRODUCT INFORMATION

If Your original Covered Product is ever exchanged by the manufacturer or Retailer, please notify the Administrator as soon as practicable the make, model, and serial number of the new exchanged product. You can do this by either calling the Administrator at 1-(866) 568-3559 or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: WCPS-Data Entry. *NOTE: in the event of manufacturer or Retailer exchange, the Term of Your originally purchased Service Contract remains in effect and does not automatically extend.*

CONTRACT TERM-EFFECTIVE DATE OF COVERAGE

Your Contract Term begins on Your Contract purchase date and continues for the Term period shown on Your Contract Purchase Receipt.

COVERAGE under Your Plan becomes effective at different times; depending on whether Your Claim is: (a) a Failure that is still covered under the manufacturer's warranty; (b) a Failure that is no longer covered under the manufacturer's warranty because it has expired; or (c) a covered occurrence that is NOT a defined Failure (such as a defined Power Surge event, or Food Loss event).

- Coverage for damages to Your Product resulting from a covered occurrence that is NOT a Failure,** (such as a defined Power Surge or Food Loss Event-as applicable to Your Plan), begins on Your Contract purchase date (or Product delivery date, if different) and continues for the Term shown on Your Contract Purchase Receipt.
- Coverage for a defined FAILURE does not become effective until the manufacturer's warranty has expired.** Upon expiration of the manufacturer's warranty, coverage for a defined Failure becomes effective and continues for the *remainder* of the Term shown on Your Contract Purchase Receipt.

IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED"

Coverage described in this Service Contract will not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations.

**ALL COVERAGE PROCLAIMED UNDER THIS SERVICE CONTRACT IS EXPRESSLY SUBJECT TO THE
"LIMIT OF LIABILITY" AND "EXCLUSIONS" PROVISIONS. READ THESE SECTIONS CAREFULLY.**

- **About Repairs:** Parts used for repairs may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Covered Product.
- **About Replacements:** Reasonable efforts will be made in order to replace Your original Covered Product with a same match; however, there may be some cases where it is impossible to procure an exact match (for example, the manufacturer may have deemed the model or color obsolete). In such situations, We will provide You with a replacement that is at least of equal features and functionality, but it may be a different brand or color from Your original Covered Product. Additionally, please note that sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original Covered Product, and this Contract does not provide any reimbursement for such a cost difference. Also know that any/all parts, components, or whole items that We provide replacement for will automatically become Our property. *Note: You may be required to ship or deliver the defective Product prior to receiving an authorized replacement product.*
- **About Reimbursements:** In the event We determine to provide You with reimbursement towards the replacement of the defective Product, such reimbursement may be in the form of a check, voucher, Retailer gift card, or store credit, provided at Our sole discretion, and the value of such will not exceed the amount equal to Product Purchase Price shown on Your Contract Purchase Receipt and Your Sales Receipt. *Note: You may be required to ship or deliver the defective Product prior to receiving any authorized reimbursement.*

WHAT IS COVERED

(As indicated on your Contract Purchase Receipt and Your Sales Receipt and applicable to You.)

- IF YOU DID NOT PURCHASE ONE OF THE SPECIFIC PLANS LISTED IN SECTION 2 BELOW,** coverage under this Contract provides for the labor and/or parts necessary to repair Your Covered Product – or at Our sole discretion – a one time replacement or reimbursement for a one time replacement of Your original Covered Product in lieu of such repair (the **"REPAIR PLAN"**).
- IF YOU PURCHASED ONE OF THE SPECIFIC PLANS LISTED IN THIS SECTION,** coverage under this Contract provides for the following, as applicable to Your Plan purchase:
 - LARGE APPLIANCE:** (Ranges, Ovens, Cooktops, Built-In Oven Combos, Dishwashers, Dryers, Laundry Combo Units, Garbage Disposals, Warming Drawers, Wine Coolers, Built-In Microwaves, Range Hoods) When purchased, this **Plan** provides for labor and/or parts required to repair **Your Covered Product** in the event of a covered **Claim**. At Our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provide in lieu of repairs.
 - SMALL HOUSEHOLD:** (Coffee/ Tea Makers, Toasters, Countertop Grills, Blenders, Electric Knives, Food Processors, Food Dehydrators, Juicing Machines, Bread makers, Countertop Microwaves). When purchased, this **Plan** provides for the labor and/or parts necessary to repair **Your Covered Product** in the event of a covered **Claim**.
 - WASHERS:** (Washers Only) When purchased, this **Plan** provides for the labor and/or parts necessary to repair **Your Covered Product** in the event of a covered **Claim**.
 - REFRIGERATORS:** (Refrigerators Only, Electrolux Excluded) When purchased, this **Plan** provides for the labor and/or parts necessary to repair **Your Covered Product** in the event of a covered **Claim**.

ADDITIONAL BENEFITS

(No separate election/purchase is required. Coverage is limited to the Covered Product only.)

In addition to coverage for a defined Failure, this Service Contract also provides for the following:

- POWER SURGE:** If your Covered Product sustains damage resulting from a defined Power Surge covered Claim, this Contract provides coverage for labor and/or parts required to repair Your Covered Product.
- "NO LEMON" GUARANTEE:** If within any consecutive twelve (12) month period, Your Covered Product has three (3) repairs covered under this Contract for the same problem ("Qualifying Service Repairs") and a fourth (4th) repair is required for the same covered problem, We will replace Your original Product with one of like kind and quality, but not necessarily same brand or color, or, at Our sole discretion, provide You with reimbursement for a replacement. If You receive a replacement under this NO LEMON GUARANTEE, Our obligations under this Contract shall be considered fulfilled

in their entirety and Your coverage will end. NOTE: ANY REPAIR SERVICES PERFORMED WHILE YOUR PRODUCT IS UNDER THE MANUFACTURER'S WARRANTY PERIOD ARE NOT CONSIDERED "QUALIFYING SERVICE REPAIRS" UNDER THIS NO LEMON GUARANTEE."

3. **FOOD LOSS REIMBURSEMENT – applicable to a refrigerator and/or freezer Covered Product ONLY:** In the event of a covered Claim for a refrigerator/freezer combo Covered Product, this Contract provides for the reimbursement of consequential perishable food loss expenses. Benefit is limited to a maximum reimbursement amount of \$250 per consecutive twelve-month period.

DEDUCTIBLE

You are not required to pay a Deductible prior to receiving service under this Contract.

HOW TO FILE A CLAIM – GENERAL

IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is Covered under Your Plan and this Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and authorization number.

COMPLETE THE FOLLOWING STEPS TO HAVE YOUR CLAIM CONSIDERED UNDER THIS CONTRACT:

1. Go online to www.MyProtectionPlan360.com or call toll-free 1-(855) 568-3559 with Your Contract Purchase Receipt and Your Sales Receipt readily available.
2. Explain the problem Your Product is experiencing and provide the Administrator any additional information/documentation in order to validate Your Claim.
3. After confirmation of Claim eligibility under Your Plan and this Contract, the Administrator will issue a Claim authorization number to You along with additional information regarding how Your Product will be further serviced (refer to the "PLACE OF SERVICE" section below for further details).

In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Service Contract.

PLACE OF SERVICE – GENERAL

The following is determined at the Administrator's sole discretion as deemed appropriate for the particular problem Your Product is experiencing and based on the explanation You have provided when initiating Your Claim. All Claims submitted in accordance with this Contract are handled individually; the place of service provision that applies to one Claim may not necessarily apply to another Claim.

- For Product that is eligible for **In-Home/On-Site Service**, We will arrange for Your Product to be serviced at Your location; provided You have prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it is necessary to continue certain repair services at a repair center, You may be required to ship/transport the Product to a repair center designated by the Administrator. In such circumstances, the shipping/transportation charges will be Your responsibility. In-Home/On-Site Service will be provided by a service Provider authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
- For Product that is eligible for **Depot Service**, You are responsible for the safe shipping of Your Product to Our authorized depot center, as directed by the Administrator, and the costs required for the safe shipping of the Product back to Your location is covered by this Contract.
- For Product that is eligible for **Carry-In Service**, You are responsible for transporting Your Product to and from Our authorized service center. In the event Your Product needs to be shipped to another location determined by Us, You are responsible for the safe shipping of Your Product to and from Our authorized service center.

LIMIT OF LIABILITY

The total amount that We will pay for services in connection with all Claims pursuant to this Service Contract is as follows:

1. **REPAIRS LIMIT** – unlimited number of Claims until the accumulated amount that We have paid equals the Product Purchase Price shown on Your Contract Purchase Receipt and Your Sales Receipt.
2. **REPLACEMENT LIMIT** – at Our sole discretion, a maximum of one (1) replacements (or reimbursement for replacements) that will in no event exceed the amount equal to the Product Purchase Price shown on your Contract Purchase Receipt and Your Sales Receipt; excluding taxes/fees and less any previous Claims paid by Us.

ONCE EITHER OF THESE LIMITS HAS BEEN REACHED, OUR OBLIGATIONS UNDER THIS CONTRACT WILL BE CONSIDERED FULFILLED AND COVERAGE ENDS.

IN ADDITION TO THAT WHICH IS NOTED ABOVE, NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME, LOST DATA, OR LOST INCOME/WAGES RESULTING FROM THE FAILURE OF OR DAMAGE TO ANY COVERED PRODUCT OR COMPONENT THEREOF, REGARDLESS OF WHETHER SUCH FAILURE OR DAMAGE IS COVERED UNDER THE PROVISIONS OF THIS CONTRACT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR OR REPLACEMENT PARTS/COMPONENTS/ITEMS OR INABILITY TO PROVIDE EXACT MATCH REPLACEMENT, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

EXCLUSIONS (WHAT IS NOT COVERED)

AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR SERVICES IN CONNECTION WITH OR RESULTING FROM:

- A) A pre-existing condition known to You (*"pre-existing condition" refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Product before this Contract was purchased;*
- B) Any Claim for service to or replacement of the Covered Product that has not been prior authorized by the Administrator;
- C) Any Claim related to cosmetic damage (*meaning damages or changes to the physical appearance of the Covered Product that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish*) or structural imperfections, when such do not impair the overall functionality of the Covered Product;
- D) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers, or equipment that has had safety features removed, bypassed, altered, or disabled;
- E) Servicing of the Covered Product in association with a non-covered Claim, and shipping or delivery charges associated with the *initial* purchase of the Covered Product;

- F) Costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the Covered Product;
- G) Costs associated with the delivery and re-installation of the serviced Covered Product (or a replacement product) in the event that Depot or Carry-In Service was required (UNLESS OTHERWISE STATED UNDER YOUR PLAN);
- H) Costs associated with dismantling or reinstallation of a fixed infrastructure when removing and returning the repaired Covered Product (or replacement product) into a custom installation;
- I) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation, humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications event;
- J) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined in this Contract;
- K) Theft or mysterious disappearance, unforeseen disappearance (loss) or vandalism of or to the Covered Product;
- L) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;
- M) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to or resulting from these items;
- N) Any Claim related to a defined ADH event;
- O) Abuse (*meaning, the intentional treatment of the Covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown*), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Product;
- P) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Product; including, but not limited to: batteries; plastic parts other parts such as: bags, baskets/buckets, blades, bolts, bright metal, cables, batteries, belts, bulbs, cabinets, caps, connectors, cords, dials, drawers, fabrics, fan belts, filters, finish defects, frames, fuses, glass, grates, handles, hinges, hoses, impellers, keypads, keys, knobs, latches, lights, liners, lines, lint screens, moldings, needles, nozzles, ornamentation, paint, plastic body or molding, racks, scratched lenses, shelves, springs, supports, switches, thermostats, tubes, tubs, water filters, wheels, wiring, or any other parts of materials which are designed to be consumed during the life of the Covered Product;
- Q) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
- R) Routine, periodic or preventative maintenance (including alignments, as applicable to the Covered Product);
- S) Lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Product in conditions outside manufacturer specifications, or use of the Covered Product in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Product in a manner inconsistent with its design or manufacturer specifications;
- T) Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Covered Product performed by anyone other than a service center/technician authorized by the Administrator;
- U) Any kind of manufacturer recall or rework order on the Covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs;
- V) Equipment sold without a manufacturer's warranty or sold 'as is';
- W) Improper packaging and/or transportation by You or Your representative resulting in damage during shipment to a service center or relocation of the Covered Product;
- X) Any claim related to the improper use of electrical power, inadequate electrical service, or the interruption of electrical service (such as loss of power or power 'brown-out');
- Y) Non-failure problems included but not limited to noises, squeaks, agitation, vibration, wobbling, etc.;
- Z) Damage from freezing or overheating;
- AA) Damage caused by battery failure or leakage;
- BB) Operational errors on the part of the consumer;
- CC) Damage resulting from failure to maintain proper levels of coolants during operation or from using contaminated, stale or improper coolants;
- DD) Internal seals and gaskets (unless required to complete a covered repair);
- EE) Cost of removal or disposal of the Covered Product in order to comply with EPA disposal requirements;
- FF) Any service performed in conflict with the TERRITORY provision of this Service Contract.
- GG) We shall not be responsible for any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS.

OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything, We have paid under this Service Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

CANCELLATION

You may cancel this Service Contract at any time by informing the Administrator in writing of Your cancellation request. **NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only. CANCELLATION FEES APPLY.**

IF YOU CANCEL THIS CONTRACT:

1. Within 30 days of the Contract purchase date, You will receive a 100% refund of the full Contract Purchase Price paid by You, minus any Claims paid by Us (except in Missouri & Nevada where Claims deduction is prohibited). If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
2. After 30 days from the Contract purchase date, You will receive a pro-rata refund based on 100% of the Contract Purchase Price paid by You, minus any Claims paid by Us (except in Missouri & Nevada where Claims deduction is prohibited), and minus an administrative fee not to exceed ten percent (10%) of the Service Contract Purchase Price or twenty-five dollars (\$25.00), whichever is less, unless otherwise provided by state law. If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Contract Purchase Price/fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the Covered Product or its use.

If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a refund based upon the same criteria as outlined above.

GUARANTY

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract in the following states: **AL, AZ, AR, CA, CO, CT, DC, GA, HI, IL, KY, ME, MA, MN, MO, MT, NV, NH, NJ, NM, NY, NC, OH, OK, OR, SC, TX, UT, VT, VA, WA, WI, & WY**. Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions. In all other states, our obligations under the service are backed by our full faith and credit. In all other states, our obligations under the service contract are backed by our full faith and credit.

GENERAL PROVISIONS

- 1. Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 2. Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.

RENEWABILITY

This Contract is not renewable.

TRANSFERABILITY

If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator to initiate Our transfer process. *Transferability is determined at Our sole discretion and may not be available. The CANCELLATION provisions apply to the original purchaser of this Service Contract only.*

ENTIRE AGREEMENT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, Your Contract Purchase Receipt and Your Sales Receipt, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

ARBITRATION

Any dispute or claim relating in any way to Your purchase or use of this Service Contract will be resolved by binding arbitration, rather than in court, except that You may assert claims in small claims court if Your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the Terms and Conditions of this Service Contract as a court would.

To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Legal Dept. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where You live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, **we each waive any right to a jury trial.**

APPLICABLE LAW

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your sales receipt, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

SPECIAL STATE REQUIREMENTS

Regulation of service contracts varies based on state of purchase and Retailer location. Any provision within this Contract that conflicts with the laws of the state in which this Contract was purchased (or where applicable, the state in which You are located), shall automatically be considered modified in conformity with such enforceable laws and regulations, and the language set forth below for such state shall supersede any other provision within this Contract to the contrary.

Alabama: HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-866-568-3559 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess,

if any, returned to You. Arbitration is non-binding in the state of Alabama. Arbitration proceeding shall be conducted in the county in which the consumer resides.

Arizona: **LIMIT OF LIABILITY** is amended as follows: in addition to that which is noted above, neither we nor the administrator nor the retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data, or lost income/wages resulting from the failure of or damage to any covered product or component thereof, regardless of whether such failure or damage is covered under the provisions of this contract, or from delays in service or the inability to render service, or resulting from the unavailability of repair or replacement parts/components/items or inability to provide exact match replacement, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; including any inherent product flaws. **EXCLUSIONS** – We shall not provide coverage only for those specifically listed items in the “**EXCLUSIONS (WHAT IS NOT COVERED)**” section which occurred while owned by You. "Pre-existing conditions" is amended to include: may not be excluded if such conditions were known or should reasonable have been known by Us or the Retailer. Arbitration does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about process, You may contact the Arizona Department of Insurance and Financial Institutions (DIFI) at 100 North 15th Avenue, Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs.

Arkansas: **HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-650-8478 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment.

California: Guardsman Industries, LLC (License No. SA-83), 2200 Highway 121, Ste. 100, Bedford, TX 76021 is the Service Contract Administrator and Guardsman US LLC (License No. S-29831) is the Obligor for this Service Contract. **COVERAGE PLAN OPTIONS** – Food Loss (for refrigerator and/or freezer Covered Products) and Laundry/Cleaning Services (for washer and/or dryer Covered Products) coverages are NOT available to residents of California. **CANCELLATION:** is amended as follows: This Service Contract may be canceled by the Service Contract holder for any reason, including, but not limited to, the Device covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within thirty (30) days for a home electronic, or within sixty (60) days for all other covered products, of the date You received the Service re Contract, and You have made no Claims against the Service Contract, You will be refunded the full Service Contract price paid by You; or if You have made Claims against the Service Contract or Your Service Contract is canceled by written notice after thirty (30) days for a home electronic, or after sixty (60) days for all other covered products, from the date You received this Service Contract, You will be refunded a prorated amount of the Service Contract price paid by You, less any Claims paid.

Connecticut: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC P.O Box 1189, Bedford, TX 76095, (866) 568-3559 and You. In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. **CANCELLATION** is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is returned, sold, lost, stolen or destroyed.

Florida: This Service Contract is between the Provider, WCPS of Florida, Inc. (License No. 80202) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. **CANCELLATION:** is deleted and replaced with the following: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. Guaranty section is deleted in its entirety.

Georgia: **CANCELLATION** is amended as follows: If a cancellation fee is applicable, it will not exceed 10% of the pro-rata refund amount and only applies to cancellations by the contract holder. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the Provider cancels, the Provider must provide 30 days written notice of cancellation. If the purchase of this Contract was financed, the lienholder may only cancel this Contract for non-payment if they hold a power of attorney. **The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You.** **EXCLUSIONS** – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. Any arbitration provision is deleted in its entirety. **GUARANTY is amended to include:** If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship after the effective date of this Service Contract. This Service Contract does not cover failures resulting from normal wear and tear.

Indiana: This Contract is not insurance and is not subject to Indiana insurance law. **EXCLUSIONS** – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

Kansas: **COVERAGE PLAN OPTIONS** – Food Loss (for refrigerator and/or freezer Covered Products) and Laundry/Cleaning Services (for washer and/or dryer Covered Products) coverages are NOT available to residents of Kansas.

Maine: **GUARANTY is amended to include:** If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Michigan: If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

Missouri: **GUARANTY is amended to include:** If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Nevada: If You are not satisfied with the manner in which We are handling your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234. **CANCELLATION** is amended as follows: In no event will any claims incurred or paid be deducted from any refund. We may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this

Service Contract for nonpayment by You, Discovery of fraud or material misrepresentation by the holder in obtaining the service contract or in presenting a claim for service thereunder, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the service contract and it substantially and materially increase the service required under the service contract. If We cancel this Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. **EXCLUSIONS (WHAT IS NOT COVERED)** – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded.

New Hampshire: In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

New Jersey: The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

New Mexico: CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Agreement for nonpayment by You, fraud or material misrepresentation by You in obtaining the Service Contract or in presenting a claim, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the service contract and it substantially and materially increase the service required under the service contract. **GUARANTY** is amended to include: This service contract is insured by Technology Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Technology Insurance Company at 866-505-4048, regulatorycompliance@amtrustgoup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

New York: Warrantech Consumer Products, Inc. P.O. Box 1189 Bedford, TX 76095 is the Obligor for this Service Contract.

North Carolina: CANCELLATION is amended as follows: We may only cancel this Service Contract for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

Ohio: GUARANTY is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Oklahoma: The Service Warranty Association is Guardsman CPS LLC, P.O. Box 1189 Bedford, TX 76095 (866) 568-3559, Oklahoma Identification #520822354. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. The **CANCELLATION** section of this Contract is deleted in its entirety and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire Service Contract purchase price. If You cancel this Service Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon one hundred (100%) percent of the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, return of the Provider fee shall be based upon one hundred (100%) percent of unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract.

Oregon: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095; 1(866) 568-3559 and You. **HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-228-2731 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended to add: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. Arbitration will take place under the laws will prevail unless it conflicts with the Federal Arbitration Act. Notwithstanding the foregoing, either party may bring an individual action in small claims court or trial by jury. **ARBITRATION-** The Arbitration Provision is deleted and replaced as follows: If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Plan holder. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that by entering into this Plan, You and We are each waiving the right to participate in a class action.

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas: The Administrator is Guardsman US LLC, Service Contract Administrator No. 731. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. **CANCELLATION** section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of Your cancellation request to the Provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement. **GUARANTY is amended to include:** If a cancellation refund is not provided within forty-five (45) days after the cancellation request has been received, or if a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Utah: The Provider/Obligor is Guardsman US LLC, P.O. Box 1189 Bedford, TX 76095, (866) 650-8478 Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-866-568-3559 or by visiting www.MyProtectionPlan360.com. If authorization is needed when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com at any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** section is amended as follows: If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing TAG-WCPS-APPL (04-23)

of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation. **GUARANTY is amended to include:** If a cancellation refund is not provided within forty-five (45) days after the cancellation request has been received, or if a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Virginia: If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.vifginia.gov/food - extended-services-contract-providers.shtml> to file a complaint.

Washington: Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095 is the Obligor for this Service Contract. The State of Washington is the jurisdiction for any civil action in connection with this Contract. **HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-(866) 568-3559 or by visiting www.MyProtectionPlan360.com. If authorization is needed when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com at any time. Failure to obtain prior authorization may result in non-payment. **EXCLUSIONS** – We shall not provide coverage only for those specifically listed items in the **"EXCLUSIONS (WHAT IS NOT COVERED)"** section which occurred while owned by You. **GUARANTY is amended to include:** If a cancellation refund is not provided within forty-five (45) days after the cancellation request has been received, or if a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

DEFINITIONS – All references to "Service Plan/Agreement" are hereby deleted and replaced with "Service Contract". **CANCELLATION** is deleted and replaced as follows: You may cancel this Service Contract at any time. If this Service Contract is canceled within fifteen (15) days of the date of purchase, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If the refund is not paid or credited within thirty (30) days after return of the Service Contract to Us, We shall pay a ten percent (10%) per month penalty of the refund amount outstanding, which We shall add to the amount of the refund.

For service Contracts canceled subsequent to the period stated in the preceding paragraph or if a Claim has been made under this service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata Provider fee, less any Claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract Purchase Price paid, less Claims paid.

We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata Provider fee, less any Claims paid. If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation. This notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. **GUARANTY is deleted and replaced as follows:** Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If the provider does not provide, or reimburse or pay for, a service that is covered under this Agreement within sixty (60) days after You provide proof of loss, or if the provider becomes insolvent or otherwise financially impaired, You may file a claim directly with Insurance Company for reimbursement, payment, or provision of the service. Please call 1-866-505-4048 for instructions.

Wyoming: You may return this Service Contract within twenty (20) days of the date this Service Contract was provided to you, or within ten (10) days if the Service Contract was delivered to you at the time of sale. If you made no claim, the Service Contract is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Administrator. These provisions apply only to the original purchaser of the Service Contract. In the event Administrator cancels the Service Contract, Administrator will mail a written notice to you at your last known address at least ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use.

These terms & conditions are available on the Administrator's website at www.MyProtectionPlan360.com or Call 1-866-568-3559 to have a copy mailed to You.

